

#15  
11445-B

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD\*  
CHARLES T. KAPPLER  
JOHN H. DOYLE  
RICHARD N. BAGENSTOS  
JAMES C. MARTIN, JR.\*

\* ALSO ADMITTED IN NEW YORK  
\* ALSO ADMITTED IN MARYLAND

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RECORDATION NO. 11445-B FILED 1425

JAN 12 1990 11 35 AM

January 12, 1990

INTERSTATE COMMERCE COMMISSION

Ms. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

0-012A010

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two fully executed original copies of a Release of Security Agreement dated January 12, 1990 executed by The Connecticut Bank and Trust Company, National Association, One Constitution Plaza, Hartford, Connecticut 06115, a secondary document as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The Release relates to a Security Agreement dated as of January 15, 1980 between Railway Marketing Corporation, Debtor, and The Connecticut Bank and Trust Company, National Association, Secured Party, which was recorded on February 1, 1980 under Recordation Number 11445-A.

A description of the railroad equipment covered by the enclosed documents is:

Fifty (50) covered hopper cars bearing MBFX 4925 through MBFX 4974, certain of which have been remarked FMLX 45400 through 45415, and BN 459823 through 459850, each both inclusive.

Also enclosed is a check in the amount of \$15 payable to the order of the Interstate Commerce Commission covering the required recordation fees.

Kindly return a stamped copy of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord 918 Sixteenth Street, N.W., Suite 200, Washington, D.C. 20006.

*Charles T. Kappler*

A short summary of the enclosed documents to appear in the Commission's Index is:

Release of Security Agreement dated January 12,  
1990 covering 50 covered hopper cars.

Very truly yours,

  
Charles T. Kappler

CTK/skh  
Enclosures

**Interstate Commerce Commission**  
Washington, D.C. 20423

1/12/90

OFFICE OF THE SECRETARY

Charles T. Kappler  
Alvord & Alvord  
918 16th St. N.W.  
Washington, D.C. 20006

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/12/90 at 11:35am and assigned recordation number(s). 11445-B

Sincerely yours,



Noreta R. McGee  
Secretary

Enclosure(s)

11445-B  
JAN 12 1990 -11 35 AM  
RELEASE OF SECURITY AGREEMENT

INTERSTATE COMMERCE COMMISSION

This Release of Security Agreement ("Release") is entered into as of the        day of January 1990 , for the benefit of RAILWAY MARKETING CORPORATION ("RMC") by THE CONNECTICUT BANK AND TRUST COMPANY <sup>NATIONAL ASSOCIATION</sup> ("Secured Party").

WHEREAS, the Secured Party and RMC entered into a Security Agreement dated as of January 15, 1980 (the "Agreement"); and

WHEREAS, the Agreement was filed with the Interstate Commerce Commission on February 1, 1980, Recordation No. 11445 A; and

WHEREAS, pursuant to the Agreement and to secure payment of the obligations governed by the Agreement (the "Obligations"), RMC granted the Secured Party a security interest in the equipment described in Annex 2 thereto (the "Equipment"), and in all of the leases and subleases of such equipment and amendments thereto (the "Leases"); and

WHEREAS, RMC is entitled to a release of the security interest held by the Secured Party in the Equipment and the Leases,

NOW, THEREFORE, for and in consideration of ten dollars, and other good and valuable consideration, the Secured Party hereby agrees as follows:

1. The Secured Party hereby terminates, releases and discharges all its right, title and interest in and to, and conveys, sells, assigns, and transfers to RMC all right, title,

estate and interest which it has or may have in and to: (i) the Equipment, (ii) the Leases, (iii) all proceeds relating to the Equipment and the Leases, to the extent they relate to the Equipment, and (IV) the Agreement.

2. The Secured Party represents that the Equipment and Leases, after giving effect to this Release, will be free and clear of any and all liens, claims, charges, security interests, pledges or encumbrances of any kind or description held by the Secured Party or its successors and assigns.

3. The Secured Party will, at RMC's expense, from time to time, do and perform any other acts, and will execute and acknowledge, and will deliver and file, register, deposit, and record (and will refile, reregister, rerecord or redeposit, whenever required) any and all further instruments required by law or reasonably requested by RMC in order to release or convey to RMC or its designee any interests which the Secured Party has or may have in the Equipment and the Leases.

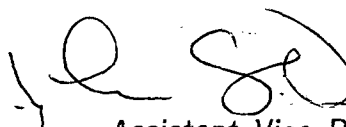
4. Except as provided in Paragraph 3, the Secured Party forever releases and discharges RMC from any liability for payment of Obligations under the Agreement and any note, bond, equipment trust certificate or other instrument or evidence of indebtedness relating thereto.

5. This Release shall be governed by the laws of the State of New York but the parties shall be entitled to all rights conferred by the laws of the United States permitting filing with the Interstate Commerce Commission.

6. This Release shall inure to the benefit of RMC, its successors and assigns and shall be binding upon the Secured Party and its successors.


IN WITNESS WHEREOF, the Secured Party has caused this instrument to be executed in its name by an officer duly authorized, all as of the date first above written.

THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION

By:   
Title: Assistant Vice President  
Date: 1/12/90

STATE OF CONNECTICUT       )  
                                  ) SS.:  
COUNTY OF HARTFORD       )

On this 12<sup>TH</sup> day of January 1990, before me  
personally appeared MARY LEE STORRS, to me  
personally known, who being by me duly sworn, says that he is ASSISTANT  
VICE PRESIDENT of THE CONNECTICUT BANK AND TRUST COMPANY, <sup>NATIONAL ASSOCIATION</sup> and that  
the foregoing Release of Security Agreement was signed on behalf  
of said corporation by the authority of its Board of Directors.  
Further, he acknowledged that the execution of the foregoing  
Release of Security Agreement was the free act and deed of said  
Corporation.

  
*Maryanne C. Young*  
Notary Public  
MARYANNE C. YOUNG  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 1992

STATE OF FLORIDA     )  
                              )   SS.:  
COUNTY OF                )

On this            day of                    January 1990, before me personally appeared LEONARD WEISMAN, to me personally known, who being by me duly sworn, says that he is President of Railway Marketing Corporation, and that the foregoing Release of Security Agreement was signed on behalf of said corporation by the authority of its Board of Directors. Further, he acknowledged that the execution of the foregoing Release of Security Agreement was the free act and deed of said Corporation.

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Notary Public